# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ricechild Management Ltd dba Bayview Apartments and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes FFT, MNSD, MNDCT, MNRL-S, MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with monetary cross applications. The tenant applied for return of the security deposit and compensation for loss of quiet enjoyment. The landlord applied for unpaid and/or loss of rent and compensation for damage to the rental unit; and, authorization to retain the security deposit.

The hearing commenced on November 6, 2020 and reconvened on three subsequent dates. Interim Decisions were issued after each hearing date and should be read in conjunction with this final decision.

Both parties appeared or were represented at all of the hearing dates. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

It should be noted that I was provided a considerable amount of evidence, in the form of testimony, documentation and photographs, all of which I have considered in making my decision; however, with a view to brevity in writing this decision, I have only summarized the partis respective positions and reference the most relevant evidence.

Also of mention, is that the tenant appeared to have difficulty in responding to the questions asked of her, oftentimes, providing vague answers that did not satisfy the question or going into great detail about issues already raised and addressed. This resulted in an exceptionally great amount of hearing time considering the applications before me; however, with a view to accommodating any disabilities the tenant may have I extended some leeway to the tenant.

Issue(s) to be Decided

1. Has the tenant established an entitlement to return of the security deposit and compensation, as claimed, for loss of quiet enjoyment?
2. Has the landlord established an entitlement to compensation for unpaid and/or loss of rent and damage to the rental unit, as claimed?
3. Disposition of the security deposit.

Background and Evidence

The tenancy started on April 1, 2014 and the landlord collected a security deposit of $650.00. The rent was initially set at $1300.00 payable on the first day of every month; however, the rent was increased during the tenancy and at the end of the tenancy the monthly rent was $1470.00 plus monthly parking fees of $60.00. The tenant moved out and returned possession of the rental unit to the landlord on June 15, 2020.

A move-in inspection report was signed by the manager and the tenant when the tenant was given the keys to the rental unit. The tenant and the manager provided consistent statements that that the move-in inspection report indicated the rental unit was largely clean and in good condition even thought it was not. Both parties provided consistent statements that the tenant was given early possession of the rental unit but the rental unit was not cleaned and the tenant was to clean the unit. The tenant was of the position she was forced to sign the move-in inspection report even though it was not accurate as she could not get the keys for the unit unless she did. The manager confirmed he would not have given the keys to the tenant had she not signed the move-in inspection report and that the inspection report did not reflect the condition of the unit when the tenant was given possession as she was going to clean it and make alterations such as remove the carpeting and install new cabinetry.

In the latter months of the tenancy, the tenancy relationship deteriorated significantly. The landlord issued breach letters to the tenant, alleging harassment of other tenants, however, the tenant was of the view the breach letters were without merit. The tenant also stopped paying rent. At the time, the landlord could not issue a Notice to End Tenancy to the tenant for unpaid rent or cause due to the moratorium on evictions put in place by the government due to the Covid-19 pandemic. However, the tenant proceeded to search for alternative living accommodation and moved out without giving the landlord a proper written notice to end tenancy.

The tenant claimed that a move-out inspection was done with the manager on the last day of tenancy. The manager stated that he asked the tenant to do an inspection and she refused so a report was not prepared.

The parties provided consistent submissions that the tenant did not authorize the landlord to retain her security deposit in writing; the landlord still holds the security deposit; and, the tenant did not provide the landlord with a forwarding address in writing prior to her filing her Application for Dispute Resolution.

**Tenant's application**

1. Return of security deposit

In order for a tenant to establish entitlement to return of the security deposit the tenant must be able to demonstrate they gave the landlord their forwarding address in writing at least 15 days before making an Application for Dispute Resolution for its return.

It was undisputed that the tenant failed to give the landlord a forwarding address in writing prior to filing her Application for Dispute Resolution. As such, I find the tenant was pre-mature in her request for return of the security deposit.

Since the landlord has made a claim against the tenant's security deposit under the Landlord's Application for Dispute Resolution, I shall dispose of the security deposit under the landlord's application.

2. Loss of quiet enjoyment

The tenant submitted that the rental unit was in disrepair when she rented it but that she made renovations to the rental unit, at her own expense to the tune of several thousand dollars, with the intention of residing in the rental unit for many years; however, she vacated the rental unit earlier than intended due to harassment and bullying on part of the landlord. The tenant pointed to warning letters issued to her by the landlord, without merit in her opinion, and threats of eviction, as causing her to feel harassed and bullied.

In quantifying her loss of quiet enjoyment, the tenant submitted that she seeks to recover the approximate amount of money she expended on renovations, or $7675.00 since she did not stay in the rental unit long enough to enjoy the fruits of her efforts and expense.

I noted that the tenant had not provided copies of receipts, invoices, price lists, or estimates to corroborate the amounts she expended on renovations. Initially, the tenant stated she had receipts but then she changed her testimony to say she could get receipts from the people who did the work. The tenant did not provide any explanation as to the reason she failed to provide copies of the receipts or invoices prior to the hearing.

The tenant also confirmed that despite her view that the landlord was harassing her, she did not seek any dispute resolution from the Residential Tenancy Branch. Rather, the tenant stated she asked the landlord to compensate her for the renovations she had performed. According to the tenant, the landlord responded that they would not be compensating her and to put things back the way they were. However, at other times during the hearing, when the tenant was responding to the landlord's claim for damage to the rental unit, the tenant stated the landlord did not tell her to put the unit back in its original condition.

The landlord was of the position that some alterations to the rental unit were permitted by the landlord, but other alterations were done by the tenant without permission. The landlord was of the position there was merit to the warning letters issued to the tenant but that a Notice to End Tenancy could not be issued at that time due to the moratorium on evictions and the tenant ended up moving out before the ban on evictions was lifted.

The manager testified that he was aware of some of the alterations the tenant had made to the rental unit during the tenancy but he testified he did not instruct the tenant to return the rental unit back to its original condition because they did not want her to do any more unauthorized work.

**Landlord's application**

1. Unpaid and/or loss of rent and parking fees

It was undisputed that the tenant failed to pay $455.00 of the rent due for April 2020; the tenant did not pay the rent and parking fees of $1530.00 for the month of May 2020 or June 2020. The landlord seeks to recover the sum of $3515.00 from the tenant for unpaid rent for these three months.

In addition, the landlord seeks to recover loss of rent of $1470.00 for the month of July 2020 due to the tenant's failure to give any advance notice as to the specific date she

was going to vacate and because repairs had to be made to the unit after the tenancy ended. The landlord's agent testified that the unit was re-rented for August 1, 2020.

The tenant submitted that she did not pay rent because the landlord had given her warnings and threatened to evict her even though she was of the view the allegations against her were inaccurate. The tenant was of the position she was forced to move out illegally. The tenant stated that she could not afford to pay rent and move.

The tenant claimed the manager was aware that she was moving out because he made suggestions for other rentals and he helped her find a mover. The landlord responded that the tenant was asked when she was moving out so that the landlord could market the unit for rent but she would not provide a specific date. I asked the tenant what date she told the manager she was moving out and her response to me was that she "moved out slowly".

The landlord acknowledged that warnings were given to the tenant concerning her alleged harassment of other tenants and her failure to pay rent. The landlord recognized that it could not evict the tenant at that time due to the moratorium on evictions dues to the Covid-19 pandemic but informed the tenant they would move to evict her when the moratorium was lifted. However, the tenant remains liable to pay the rent.

2. Repairs

The landlord submitted that the tenant was given consent to make certain renovations to the rental unit but that she made other changes without the landlord's consent. The landlord stated that renovations made by the tenant, at the tenant's expense but with consent, included: removal of the carpeting and exposure of the hardwood flooring underneath since the carpeting was at the end of its life anyways; replacement of the kitchen cabinets with more modern laminate cabinets; and, replacement of the bathtub surround tiles.

The landlord submitted that it is seeking to recover the cost to rectify changes the tenant made without the landlord's consent that were not to the landlord's "standard".

The landlord's agent stated the landlord is not willing to offset or compensate the tenant for the renovations she made at her expense as the tenant was advised at the time consent was given that she would not be compensated.

The tenant submitted that she made several renovations at her own expense and that the manager viewed the changes a number of times and remarked that the unit looked like a designer's suite. The tenant was of the view the landlord is motivated to undo much of her renovations even though they improved the unit out of retaliation. The tenant pointed out that she did not originally intend to replace the bathtub surround tiles but she did after complaints to the manager about the mouldy and missing grout went unresolved.

Below, I have summarized the landlord's claims for compensation due to alterations the tenant made to the rental unit without consent and the tenant's responses.

a. Balcony mirror removal

The landlord submitted that the tenant had mirrors installed on the balcony wall, without permission. The landlord was concerned about liability if the mirrors broke and fell form the balcony. The landlord had the mirrors removed by a contractor at a cost of $404.25. The landlord provided a photograph of the balcony and an invoice in support of the amount claimed.

The tenant acknowledged she had mirrors installed on the balcony wall and was of the view it was an improvement to the rental unit. The tenant stated the manager saw the mirrors after they were installed and commented that the suite looked like it belonged to a designer. The tenant stated she had the mirrors professionally installed at a cost of nearly $1000.00 and she would have paid someone to come remove the mirrors had the landlord told her to do so; however, she thought the next tenants may want to keep it.

b. Balcony railing

The landlord submitted that the tenant had bird spikes glued to the balcony railing. The bird spikes were removed by in-house staff but the strong glue used to adhere the spikes damaged the powder coated finish of the metal railing. The landlord seeks $250.00 for the labour to remove the spikes and damage to the railing finish. The landlord provided a photograph of the railing after the spikes were removed, showing significant residue on the railing finish.

The tenant acknowledged she applied a "substance" to the balcony railing that was "a little sticky" but that she zip-tied the spikes to the railing. The tenant explained she applied the product(s) to the railing as there was a problem with birds. The tenant

stated that she offered to clean up the railing if the landlord would provide her with the paint; however, the tenant also stated she did not remove the substance because the pigeons continued to be a problem.

The landlord responded that one cannot paint over powder coating.

c. Bathroom and kitchen flooring

The landlord submitted that the bathroom and kitchen flooring had been covered in sheet vinyl flooring approximately 7 – 10 years prior to the start of the tenancy and the tenant had peel and stick vinyl tiles applied to the sheet vinyl. The landlord had the vinyl tiles removed which ruined the sheet vinyl underneath since they were glued down. The landlord seeks to have the tenant pay the cost to install new sheet vinyl in the kitchen and a bathroom at a cost of $727.44. The landlord provided photographs of the kitchen and bathroom flooring with the vinyl tiles at the end of the tenancy and after the landlord had new sheet vinyl installed, along with the invoice in support of the cost to replace the flooring.

The tenant submitted that the sheet vinyl in the rental unit at the start of the tenancy was wrecked and not wearing well so she had tiles installed by a professional at a cost of $500.00. The tenant stated the product she had installed is also installed in million dollar homes and is better wearing and better looking. As such, it was an improvement that did not warrant removal by the landlord.

The tenant stated that the vinyl tiles could be glued or grouted in place. I asked the tenant which application was made and she was unable to answer this question.

The landlord was of the view the vinyl tiles are not an improvement as moisture may penetrate between the tiles. The landlord was also of the view that a professional would not install tiles over the sheet vinyl.

d. Intercom

The landlord submitted that the tenant had the wiring for the intercom altered to add additional line to the system that resulted in a “nest” of wires that ultimately required the work of two technicians to trace the wires and reverse the alterations the tenant had done. The landlord submitted an invoice showing two technicians worked for five hours that involved “extensive troubleshooting” in the rental unit and cost the landlord $735.00 to rectify.

The tenant's testimony was very confusing on this issue. Initially, the tenant testified that she had extended the wiring to go around the wall as she waned the intercom in or near her shelves and the manager saw the change and informed her that she did not have to reverse it. Then, the tenant changed her testimony to state she did not extend the intercom wires but that she extended the wiring for an electrical outlet that was near the entry so that it was around the wall. The tenant claims that she had the wiring extended by a professional.

The landlord responded that they were unaware of any electrical outlet being extended and, in any event, to extend wiring for an electrical outlet or a low voltage intercom connection would require a permit for which there was none issued.

The manager acknowledged he was aware the tenant had extended the intercom and he did not instruct the tenant to reverse it as the landlord did not want her to do any more unauthorized work.

e. Bathtub

The landlord submitted the tenant must have repainted the bathtub because it was dull in the tenant's photographs taken early in the tenancy but it was shiny in photographs taken later. The tenant also applied anti-slip decals to the bottom of the tub and removal of the anti-slip decals will damage the repainted surface. The landlord also submitted that there was a chip in the bathtub at the end of the tenancy. The landlord seeks $400.00 from the tenant to go toward the cost of installing a new tub. The landlord did not have an invoice or estimate pertaining to tub replacement but the landlord's agent testified that a tub itself costs $399.99. The landlord acknowledged that the tub had not yet been replaced.

The tenant denied having the tub repainted. Rather, she claims it had been repainted prior to her tenancy. As for its former dull appearance and subsequent shiny appearance, the tenant stated she cleaned the tub. The tenant acknowledged she did apply anti-slip decals to the bottom of the tub and she likely left them in place at the end of the tenancy; however, she did not cause any other damage to the tub.

The landlord acknowledged the tub was not in good condition at the start of the tenancy and that several tubs in the building had been repainted but he was unaware whether this one had been painted previously.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided in section 7 and 67 of the Act. In keeping with sections 7 and 67 of the Act, and as set in Residential Tenancy Policy Guideline 16:

> The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:
>
> - a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
> - loss or damage has resulted from this non-compliance;
> - the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
> - the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

The burden of proof is based on the balance of probabilities. As such, the tenant has the burden to establish entitlement to the compensation she seeks and the landlord has the burden to establish an entitlement to the compensation it seeks. It is important to note that where one party provides a version of events in one way, and the other party provides a version of events that are equally probable, the claim will fail for the party with the onus to prove their claim.

Upon consideration of everything provided to me, I provide the following findings and reasons with respect to each of the applications before me.

**Tenant's application**

1. Return of security deposit

Section 38(1) of the Act provides that the landlord has 15 days, from the date the tenancy ends or the tenant provides a forwarding address in writing, whichever date is later, to either refund the security deposit, get the tenant's written consent to retain it, or make an Application for Dispute Resolution to claim against it. Section 38(6) provides

that if the landlord violates section 38(1) the landlord must pay the tenant double the security deposit.

The tenant acknowledged that she had not given the landlord her forwarding address in writing before she filed her application to seek return of the security deposit. As such, I find the tenant was premature in seeking its return.

Where a tenant is premature in making an application for return of the security deposit, the tenant's application is typically dismissed with leave to reapply; however, since the landlord seeks to have the security deposit against its claims, disposition of the security deposit shall be accomplished by way of this decision but under the landlord's application. As such, the tenant's request for return of the security deposit is dismissed, without leave.

2. Loss of quiet enjoyment

The tenant submitted that she suffered from harassment and was forced to move out of the rental unit by way of the landlord's actions.

I have provided the test for damages at the start of this section. In order for a claimant to succeed in a monetary claim against the other party, the party is required to prove the amount of or value of the damage or loss; and provide verification of the amount of damages or loss suffered. The tenant explained that she valued her damages or loss as the amount she had expended on renovating the rental unit; however, the tenant did not provide any receipts or invoices to corroborate the amount expended. The tenant claimed to have had the renovations performed by professionals and I find it reasonable to expect that the tenant would have documentation such as receipts and invoices, credit card statements or the like, to demonstrate the cost of the renovations, or obtain duplicate copies by requesting copies and provide them as evidence for this proceeding. The tenant did not provide any explanation for not providing this evidence . As such, I find the tenant did not meet her burden of proof and I dismiss the claim without leave to reapply.

**Landlord's application**

1. Unpaid rent

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations, or

tenancy agreement, unless the tenant has a legal right to withhold rent. The Act provides very limited and specific circumstances when a tenant may withhold rent, such as: overpaying a security deposit and/or pet damage deposit, overpaying rent, authorization has been given by the landlord or an Arbitrator, or where the tenant has made emergency repairs to the property under section 33 of the Act.

During the subject period, Emergency Order #MO89 precluded a landlord from evicting a tenant for unpaid rent due to the Covid-19 pandemic; however, the moratorium did not extinguish the liability and rent remains payable to the landlord.

It was undisputed that the tenant did not pay all of the rent due for April 2020 in the amount of $455.00 and the tenant did not pay any of the rent and parking fees due for May 2020 and June 2020 in the amounts of $1530.00 for each of these months.

The tenant did not present any legal basis to withhold or make deductions from rent or parking fees payable. The tenant's assertion she was harassed by the landlord is not in itself grounds for withholding rent. The tenant would first require authorization from an Arbitrator, after a hearing is held and a decision rendered, to withhold rent and such an application had not been made by the tenant. Also, the tenant's inability to pay rent and save up to move out is not a legal basis for withholding rent.

The tenant was occupying the rental unit, and had not brought the tenancy to an end when the rent was due, in the full amount, for the months of April 2020 through June 2020. As such, I find the tenant owes the landlord for the unpaid rent and parking fees described above, and I grant the landlord's request to recover the unpaid rent and parking fees in the sum of $3515.00.

As for the landlord's claim for loss of rent for July 2020, I shall deal with that claim after analyzing the landlord's damage claim as the landlord's claim for loss of rent was based on two grounds: insufficient notice to end tenancy and damage caused by the tenant.

2. Repairs

    a. Balcony mirror removal

It was undisputed that the tenant had mirrors applied to the balcony wall during the tenancy. The landlord submitted that the tenant had the mirrors applied without getting the landlord's consent. The tenant did not refute that position directly and instead tried to rely upon the manager viewing the mirrors after they were installed and the opinion

they looked good. I accept the landlord's position that the mirrors are a liability in the event they break as being reasonable and I accept they were installed by the tenant without the landlord's agreement.

Residential Tenancy Policy Guideline 1 provides information and policy statements with respect to fixtures, including:

> 8. If the tenant leaves a fixture on the residential premises or property that the landlord did not agree the tenant could erect, and the landlord wishes the fixture removed, the tenant is responsible for the cost of removal.

In keeping with policy guideline 1, I find the tenant is responsible for the cost of removing the mirrors from the balcony. The landlord has provided an invoice to support the amount claimed and I award the landlord $404.25 as requested.

b. Balcony railing

It was undisputed that the tenant applied a sticky substance to the railing in an effort to deter birds from landing on the railing. I was not provided any evidence by the tenant that this was done with the landlord's permission. I am also of the view that the substance should have been removed by the tenant by the end of her tenancy as a sticky railing would be unacceptable for most.

The landlord claimed $250.00 for removal of the substance and damage to the railing. There is no receipt or invoice provided, as the landlord explained the repair was done in-house. Upon review of the photograph, I find it to be very obvious that the substance applied by the tenant was not merely "a little sticky". Rather, there appears to be a significant amount of substance applied to the railing that is uneven, clumpy, and discoloured. I accept that its removal would be labour intensive and leaving the substance in place would diminish the value of the rental unit. As such, I find the landlord's claim of $250.00 to be reasonable in the circumstance and I grant the landlord's request for compensation of $250.00.

c. Bathroom and kitchen flooring

It was undisputed the tenant had vinyl tiles installed over the sheet vinyl in the kitchen and bathroom during the tenancy. I was not provided evidence that this was done with prior consent of the landlord.

The tenant was of the view the tiles she had installed looked better and were superior than the flooring provided at the start of the tenancy. The landlord was of the view the tiles were inferior as a single vinyl sheet is better at keeping moisture out of the structure and tiles should not have been installed over the sheet vinyl.

I find I prefer the landlord's position that the tiles are inferior at keeping moisture out and should not have been installed over the sheet vinyl. However, I find the landlord's request for the tenant to pay the entire cost to install new sheet vinyl to be unreasonable considering the following factors.

The tenant testified the original sheet vinyl was not in good condition and the landlord acknowledged it was several years old at the start of the tenancy. I find I am unable to rely upon the move-in inspection report as evidence as to the condition of the flooring at the start of the tenancy as both the tenant and the manager testified that the move-in inspection report did not reflect the condition of the rental unit when the tenant was given possession of the rental unit. Rather, both parties stated that the tenant would not be provided the keys to the unit by the landlord if she did not sign the report, even though it did not reflect the unit's actual condition.

The landlord did not provide me with any photographs of the original sheet vinyl. Rather, the landlord only provided photographs of the tiles installed by the tenant and the new sheet vinyl installed after the tenancy ended but the condition of the original sheet vinyl is more relevant. In the tenant's photographs are what appears to be stained and old looking sheet vinyl.

When I consider the carpeting had been at the end of its useful life at the start of the tenancy and the photographs of the original bathtub surround tiles provided at the start of the tenancy were in very poor condition, I find the tenant's position that the original sheet vinyl was not in good condition to be more likley. Therefore, I am of the view the original sheet vinyl was likely at or near the end of useful life and I am unsatisfied the need for replacement of the flooring was solely due to the tenant having vinyl tiles installed over it.

In light of the above, I deny the landlord's request for the cost to install new sheet vinyl in the rental unit and this claim is dismissed without leave to reapply.

d. Intercom

The landlord provided clear submissions that the intercom wiring had been modified by the tenant and, as a result, the intercom was not working. The tenant, however, provided confusing and changing testimony with respect to an alteration to the intercom system and/or an electrical outlet near the intercom. I find the landlord's position to be sufficiently supported by the invoice showing the extensive troubleshooting was required by two technicians and I find the tenant is responsible for this repair. Therefore, I grant the landlord's request for compensation of $735.00.

e. Bathtub

The parties were in dispute as to whether the tenant had the bathtub painted during the tenancy and whether the tenant caused a chip in the bathtub. However, the parties provided consistent testimony that the tub was not in good condition at the start of the tenancy and the move-in inspection report cannot be relied upon for reasons provided earlier. Also of consideration is that the landlord has continued to use the same bathtub despite the tenancy having ended over a year ago.

Further, the landlord did not provide any documentary evidence in support of its claim for $400.00 for bathtub replacement. The landlord stated the tub alone costs this much and if that is the case, I would expect to see an estimate, price list, or other evidence to corroborate this position.

In light of the above, I find I am dissatisfied by the landlord's evidence that replacement of the bathtub is warranted solely because of the tenant's actions or the value of the loss if that were the case. Therefore, I dismiss the landlord's claim for bathtub damage without leave to reapply.

f. Loss of rent – July 2020

The tenancy was in a month to month status at the end of the tenancy. As such, the tenant was required to give the landlord at least one full month of written notice to end the tenancy in keeping with section 45 of the Act. The tenant did not give such written notice to the landlord and vacated the rental unit in mid-July 2020 which brought the tenancy to an end pursuant to section 44(1)(d) of the Act.

The landlord submitted that the unit was vacant for the month of July 2020 and pointed to the vacancy as being the result of the tenant's insufficient notice to end tenancy and the need for repairs to damage caused by the tenant.

As described above, I find the tenant breached the notice requirements for ending the tenancy. However, as set out in the test for damages, a violation of the Act, in itself, is insufficient to establish an entitlement to compensation. The landlord, as the applicant, has a burden to mitigate losses pursuant to section 7 of the Act. Where a tenant ends a tenancy without sufficient notice, it is expected that the landlord will do whatever is reasonable to mitigate loss of rent and this typically involves making reasonable efforts to re-rent the unit in a timely manner.

As for damage to the rental unit, the landlord was successful in demonstrating the tenant was responsible for removal of the balcony mirror, the substance applied to the balcony railing, and repair of the intercom wiring; however, I am of the view that these repairs would not unduly hinder the landlord from re-renting the unit and the unit would not need to be vacant to facilitate these repairs. As such, I find it is reasonable to expect these repairs could be made with a replacement tenant in place.

The landlord did not provide any evidence to demonstrate the efforts made to re-rent the unit in a timely manner. The landlord did not provide any listings or advertisements showing the unit being for rent or other evidence to demonstrate when the unit was showed to prospective tenants.

In light of the above, I find the landlord failed to provide sufficient evidence to demonstrate reasonable efforts were made to mitigate loss of rent for July 2020 and I dismiss the landlord's claim for loss of rent, without leave to reapply.

**Filing fee, security deposit and Monetary Order**

The landlord's claim had some merit and I award the landlord recovery of the $100.00 filing fee from the tenant.

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the unpaid rent.

In keeping with all of my findings and awards above, I provide the landlord with a Monetary Order in the net amount, calculated as follows:

| | |
|---|---|
| Unpaid rent | $3515.00 |
| Balcony mirror removal | 404.25 |
| Balcony railing damage | 250.00 |
| Intercom repair | 735.00 |
| Filing fee | 100.0 |
| Less security deposit | (650.00) |
| Monetary Order for landlord | $4354.25 |

Conclusion

The landlord's application was partially successful and the balance of the landlord's claims were dismissed without leave. In recognition of the landlord's partial success, the landlord has been authorized to retain the tenant's security deposit and the landlord is provided a Monetary Order for the balance owing of $4354.25.

The tenant's application is dismissed, without leave to reapply, in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 22, 2021

Residential Tenancy Branch